

McCORVEY LAW, LLC
ATTORNEY & COUNSELOR AT LAW
Licensed in Louisiana & Texas

102 Versailles Blvd. Ste. 620
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Lafayette, LA 70502
Tel. 337- 291-2431
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E.L.N. 72-1443974

Derriel C. McCorvey†
H.D. Register, III

† Also Licensed in Texas

"Of Counsel"
W. James Singleton

April 23, 2019

Honorable Judge Strawbridge
601 Market Street
Room 3030
Courtroom 3-H
Philadelphia, PA 19106-1756

RE: NFL Concussion Litigation
Dexter Carter v. McCorvey Law, LLC; Lien ID No. 00177

Dear Honorable Judge Strawbridge:

I am writing you today regarding the Amended Order, ECF No. 10570, filed on 4/22/19 regarding the above referenced matter. The Amended Order states that McCorvey Law Firm ("McCorvey") has waived its right to seek reimbursement from Settlement Class Member Carter's award for the \$350.00 in costs incurred in its filing of the July 12, 2012 complaint in the Eastern District of Louisiana." It is further indicated that the Claims Administrator had not withheld sums available for reimbursement of this cost because McCorvey had failed to comply with Lien Rule 8(a)(5) by not submitting proof to the Claims Administrator.

This is an error. McCorvey Law, LLC complied with the Rule by providing a copy of the email receipt from Pay.gov of the filing fee of \$350.00 to the Claims Administrator with the Statement of Dispute on December 13, 2018. Please see attached email communication for your review. I respectfully request that the Court reconsider this Order in light of the evidence that McCorvey Law, LLC complied with Rule 8(a)(5) and did not waive its right to seek reimbursement.

If you have any comments or questions, please do not hesitate to contact my office.
With kindest personal regards, I remain,

Sincerely,


Derriel C. McCorvey

DCM:alp
Encl.

\\mccorveyserver\company\dropbox\nfl\clients\carter dexter-terminated\lien\correspondence to judge strawbridge regarding filing fee.docx

Angela Petry

From: Angela Petry
Sent: Tuesday, April 23, 2019 10:27 AM
To: Angela Petry
Subject: Fwd: Attn: NFL Liens
Attachments: image001.jpg; Untitled attachment 00130.htm; Statement of Dispute with supporting documentation.pdf; Untitled attachment 00133.htm

Begin forwarded message:

From: Angela Petry <angela_petry@mccorveylaw.com>
Subject: Attn: NFL Liens
Date: December 13, 2018 at 3:56:58 PM CST
To: NFL Claims Administrator <claimsadministrator@nflconcussionsettlement.com>
Cc: Derriel McCorvey <derriel@mccorveylaw.com>

Administrator,

Please see attached Statement of Dispute in the matter of *Dexter Carter v. McCorvey Law, LLC*; Lien ID N. 00177 in accordance with Rule 18 of the Amended Rules Governing Attorney's Liens.

Thank you,

Angela Petry
Paralegal
McCORVEY LAW, LLC
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*** Please note that I have NOT expressly designated my email address as appropriate for electronic service in a pleading or other writing under LA CCP art. 1313 nor FRCP Rule 5 ***

NFL CONCUSSION SETTLEMENT

DISPUTE: Dexter Carter v. McCorvey Law, LLC

LIEN ID: 00177

STATEMENT OF DISPUTE

NOW comes Derriel C. McCorvey for McCORVEY LAW, LLC, and states as follows:

(1) A statement of all issues in dispute:

Dexter Carter terminated McCorvey Law, LLC without cause after the settlement was reached and finalized.

(2) A chronology of the tasks performed by the attorney, the date each task was performed, and the time spent on each task:

The nature of the contract was contingent; therefore, no time was recorded.

(3) A list of costs with a brief explanation of the purpose of incurring these costs and the date the costs were incurred:

\$350.00 filing fee for Complaint filed on July 12, 2012.

(4) The relief sought:

Full extent of attorney fee per contract executed on June 25, 2012, as settlement was reached when Dexter Carter terminated McCorvey Law, LLC's representation.

(5) A summary of the attempts to reach an agreement with the opposing Party:

Derriel C. McCorvey offered proposals on two (2) separate occasions to Mr. Carter's current attorney and no response was received.

(6) Any exhibits:

Contingency contract executed by Dexter Carter on June 25, 2012

Receipt for filing fee of Complaint

(7) I declare under penalty of perjury pursuant to 28 U.S.C. §1746 that the information submitted in this Statement of Dispute is true and accurate to the best of my knowledge and that I understand that false statements made in connection with this process may result in fines, sanctions and/or any other remedy available by law.

Dated: December 13, 2018

Respectfully Submitted By:

MCCORVEY LAW, LLC



Derriel C. McCorvey

LA Bar Roll # 26083

TX Bar Roll# 24073351

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Email: derriel@mccorveylaw.com

9046839428

03:02:07 p.m. 06-25-2012

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THE LAW OFFICE OF DERRIEL C. MCCORVEY

ATTORNEY & COUNSELOR AT LAW

115 W. Main Street Suite 14

Post Office Box 2473

Lafayette, LA 70501

Tel. 337-291-2401

Fax 337-291-2403

ELEX 72-24074

June 25, 2012

PROSPECTIVE CLIENT

Re: Terms of Contingency Engagement

Dear Client

We are pleased that you have retained The Law Office of Derriel C. McCorvey, LLC to represent you in connection with the damages caused to you by the National Football League (NFL), Riddell and other responsible parties. This letter sets forth the terms of our engagement.

The Law Office of Derriel C. McCorvey, LLC will represent you in this matter on a contingent basis. To the maximum extent permitted by law, you will have no responsibility for our legal fees or any reasonable out-of-pocket expenses we incur in the scope of this representation if we are not successful in recovering on your behalf.

In consideration of said Attorneys performing said legal services and advancing the necessary costs and expenses required to prosecute said Claim to a proper conclusion, I do hereby agree to pay The Law Office of Derriel C. McCorvey, LLC, 33 1/3% of any sums recovered on your behalf in this matter.

In the event of certain fee disputes between you and us, you may have the right to seek arbitration in accordance with the Louisiana Fee Dispute Resolution Program. This Program does not apply to court-awarded fees in class actions such as this one. Where this Program does apply, we will provide you with the necessary information regarding arbitration in the event of a fee dispute should you have the right to seek arbitration. In all other instances where this Program does apply, or where either of us seeks *de novo* review of the arbitration award (as provided in the Rules relating to the Program), any action will be governed by Louisiana law and will be determined only by a state or federal court in the state of Louisiana, and we each consent to the jurisdiction of such court for that purpose.

It is further understood that THE LAW OFFICE OF DERRIEL C. MCCORVEY, LLC has my express consent to employ the services of other attorney(s) to the extent that the Attorneys herein deem necessary. These attorney(s), to the extent they are employed, will be compensated out of the attorneys fees described herein. When and if such attorney(s) are employed, I will be provided an addendum to this contract which depicts and outlines their respective compensation. The Firm's engagement is limited to the matter described herein. If any additional matters arise during the scope of our representation for which you request our services, they will be the subject of a separate retainer letter.

Additionally, I do hereby appoint Derriel C. McCorvey as my attorney(s) in fact, and grant to them the power of attorney so that in all ways and matters they may sign my name to any and all pleadings and other documents of any kind in this matter, including drafts and checks relative thereto upon my verbal or written authorization.

By signing this agreement below, you are confirming your hiring of our firms to represent you. You should keep a copy of the letter together with the other papers that pertain to this case for your own records.

We look forward to working with you in this matter.

Very truly yours

Derriel McCorvey
Derriel C. McCorvey

Derriel McCorvey 6-25-12
CLIENT Date

Angela Petry

From: paygovadmin@mail.doc.twai.gov
Sent: Thursday, July 12, 2012 2:55 PM
To: angela_petry@mccorveylaw.com
Subject: Pay.gov Payment Confirmation: LAED CM ECF

Your payment has been submitted to Pay.gov and the details are below. If you have any questions regarding this payment, please contact Pay.gov Customer Service by phone at (800) 624-1373 or by email at pay.gov.clev@clev.frb.org.

Application Name: LAED CM ECF
Pay.gov Tracking ID: 257A6DFM
Agency Tracking ID: 053L-3588709
Transaction Type: Sale
Transaction Date: Jul 12, 2012 3:55:01 PM

Account Holder Name: Derriel C. McCorvey Transaction Amount: \$350.00 Billing Address: 115 W. Main St., Suite 14
Billing Address 2: P.O. Box 2473
City: Lafayette
State/Province: LA
Zip/Postal Code: 70502
Country: USA
Card Type: MasterCard
Card Number: *****2334

THIS IS AN AUTOMATED MESSAGE. PLEASE DO NOT REPLY.